

STATE OF INDIANA)
) SS:
COUNTY OF LAWRENCE)

IN THE LAWRENCE CIRCUIT COURT

CAUSE NO. 47 COL-0603-PL-338

IN RE: PERRY JOE GLASGOW,)
individually and doing business as)
JONA BOOKS,)
)
Respondent.)

AVC NO. 06-010

FILED

MAR 31 2006

Steve Blackwell
CLERK

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondent, Perry Joe Glasgow, individually and doing business as JoNa Books, enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent is an individual doing business as JoNa Books and transacts business with consumers from his principal place of business located at 1611 J Street, Bedford, Indiana, 47421.

2. The terms of this Assurance apply to and are binding upon the Respondent, his employees, agents, representatives, successors, and assigns.

3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Indiana Code § 4-6-9-4 and Ind. Code § 24-5-0.5-1, *et seq.*

4. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Respondent knows or should reasonably know it does not have.

5. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not, and the Respondent knows or reasonably should know it is not.

6. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Respondent knows or should reasonably know the representation is false.

7. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the Respondent is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Respondent knows or reasonably should know he cannot.

8. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the consumer will be able to purchase the subject of the consumer transaction as advertised by the Respondent, if the Respondent does not intend to sell it.

9. The Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*

10. Upon execution of this Assurance, the Respondent shall immediately cancel all contracts the Respondent has entered into with the following consumers: Kathryn Bryan, Mary McCarroll White, Jan Perry, and Don Pierre, and all rights previously given to the Respondent shall revert to the consumers.

11. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of Five Hundred Dollars (\$500.00) to the Office of the Attorney General on behalf of Jan Perry of Boca Raton, Florida.

12. Upon execution of this Assurance, the Respondent shall pay consumer restitution in the amount of Seven Hundred and Eighty-Two Dollars and Sixty Cents (\$782.60) to the Office of the Attorney General on behalf of Don Pierre of Bozeman, Montana.

13. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Three Hundred Dollars (\$300.00) to the Office of the Attorney General.

14. The Respondent shall not represent the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or execution of this Assurance constitutes such approval or endorsement.

15. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

16. The Office of the Attorney General shall file this Assurance with the Circuit Court of Lawrence County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 27 day of March, 2006.

STATE OF INDIANA

STEVE CARTER
Indiana Attorney General

By: Terry Tolliver
Terry Tolliver
Deputy Attorney General
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RESPONDENT

Perry Joe Glasgow
PERRY JOE GLASGOW,
individually and doing business as
JoNa Books Publishing Company

Approved:

Nick J. Herthel
Nick J. Herthel
Counsel for the Respondent

APPROVED this 3 day of April, 2006.

[Signature]
Judge, Lawrence Circuit Court

Distribution:

Terry Tolliver
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Perry Joe Glasgow
JoNa Books Publishing Company
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